State of Idaho Various Agencies Various State Agencies located throughout Idaho ****

Various, ID 83701



State of Idaho Various Agencies

THIS NUMBER MUST
APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order SBPO1236 - 02 Agency Internal Nbr: ITBO2491

Statewide Blanket Purchase Order CHANGE ORDER - 02

DELIVER State of Idaho Various Agencies

TO: Various State Agencies located throughout Idaho

Various, ID 83701 frank.pierce@adm.idaho.gov

Date: Wed Aug 23, 2006

F.O.B: **Destination**

Terms: NA

VENDOR: XEROX CORPORATION

675 East 500 South Salt Lake City, UT 84102 Attn: Supply Account Manager carla.benson@xerox.com

carla.benson@xerox.co Phone: 801-535-8691 Fax: 801-535-8671

Account Number: P00000062429

Start of Service Thu Sep 01, 2005
Date

End of Service Fri Aug 31, 2007

Date

RFQ#: ITB02491
DOC#: PREO9810

XeroxPriceSchedule.	ĸls
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Xerox_Pricing_4106.xls

Xerox_Pricing_082306.xls

Buyer: DICK VOGEL 208-332-1605

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		294947.90
	Total:			294947.90
Blanke	This contract amendment and the provisions h	ereof ar	e her	eby

Comments: attached to and made part of that State of Idaho contract number SBPO 1236-1, dated March 23, 2006 ("Contract") for Paper-Bond, for various State of Idaho agencies, institutions, and departments, between XEROX, as "Contractor" and the State of Idaho as "State." Contractor and State hereby agree as follows:

> All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this Amendment is August 23, 2006.

Effective August 23, 2006 there is a price increase for Area C paper

Contract For: Xerographic Bond Paper Contract Usage Type......Mandatory Use

Public Agency Clause:Yes

Contractor Name:.....XEROX CORPORATION

Contractor's Primary Contact

---Attn:.....CARLA BENSON

---Address:.....675 EAST 500 SOUTH

---City, State, Zip:.....SALT LAKE CITY, UT 84084

Phone Number:.....801-967-0404 Toll Free Number......1-800-822-2200 Fax Number:.....801-963-1762

E-Mail: Carla.benson@xerox.com

Contract Administration:.... Dick Vogel ---Phone Number:......208-332-1605

---E-Mail:.....dick.vogel@adm.idaho.gov

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	BOND PAPER CONTRACT AREA C	1 LOT	294947.90	294947.90
	(645-21) (nt)			

General QUANTITIES: The State of Idaho, Division of Purchasing can only **Comments:** give approximations of quantities and will not be held responsible for

	figures given in this document.
	Order Placement Address:
	Company Name:XEROX CORPORATION
	Name:CARLA BENSON
	Address:675 EAST 500 SOUTH
	City, State, Zip:SALT LAKE CITY, UT 84084
	Phone801-967-0404
	e-mailcarla.benson@xerox.com
	Payment Address:
	Company Name: XEROX CORPORATION
	Address: P.O. Box 829166
	City, State, Zip: Philadelphia, PA 19182-9166
	THIS CONTRACT, (including any files attached), CONSTITUTES
	THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID,
	QUOTATION, OR OFFER (including any electronic bid submission),
	WHICH SUBMISSION IS INCORPORATED HEREIN BY
	REFERENCE AS THOUGH SET FORTH IN FULL.
	In the event of any inconsistency, unless otherwise provided herein,
	such inconsistency shall be resolved by giving precedence in the
	following order:
	1. This Statewide Blanket Purchase Order document.
	2. The state of Idaho's original solicitation document.
	3. The Contractor's signed bid, quotation, or offer.
	INVOICES MUST BE SENT TO THE IDAHO ORDERING AGENCY
nstruc	etions:
	t / Handling Included in Price
	By: DICK VOGEL

XEROX

The pricing below is effective August 23, 2006

Area	C: Major Points-Pocate	llo and Idal	no Falls											
					Ca	artons	С	artons	Ca	artons	P	allet		-ull
					1 to 4 5 to		5 to 19		20+		1+		Truck	
					10-4	40 RMS	50-1	190 RMS	200	+ RMS	400	RMS	840	0 RMS
1	White DP	8.5 X 11	20#	Xerox 4200 3R2047	\$	3.30	\$	3.07	\$	2.80	\$	2.64	\$	2.35
2	White DP	8.5 X 14	20#	Xerox 4200 3R2051	\$	4.41	\$	4.12	\$	3.77	\$	3.40	\$	3.20
3	White DP	11 X 17*	20#	Xerox 4200 3R3761	\$	6.89	\$	6.44	\$	5.89	\$	5.58	\$	5.00
4	White DP, 3-hole	8.5 X 11	20#	Xerox 4200 3R2641	\$	3.52	\$	3.27	\$	2.97	\$	2.80	\$	2.51
5	Colored Bond, DP	8.5 X 11	20#	Xerox Multi-Purpose Pastels	\$	3.83	\$	3.56	\$	3.47	\$	3.17	\$	2.83
6	White, Bond Recycled	8.5 X 11	20#	Xerox Recycled 3R6296	\$	4.17	\$	3.57	\$	3.34	\$	3.05	\$	2.69

^{* 11}X17 Paper has 5 Reams per Box

Has Public Agency Clause

Inside Delivery: The only inside deliveries that have a charge is if it is a mill direct SPECIAL INSIDE DELIVERY @ \$100 per delivery. Otherwise, we do not charge for inside deliveries.

GENERAL SPECIFICATIONS

SIZE AND TRIM: Standard finish sheets of size 8-1/2" x 11" shall have a plus or minus tolerance of 1-3/2" for both directions. Each sheet shall be square to 1/32" diagonal variation. Adjacent sheets in a ream shall not differ any more than 1/32" in either direction. With one 8-1/2" side designated as the reference side or line, the opposite 8-1/2" side shall be parallel to the referenced side within 0.025", and the adjacent sides (long dimensions) shall be perpendicular to the referenced side within 0.025".

Xerographic Multi-Purpose bond & premium bond may be mill or private brand. It is preferred all bond be listed in the "The Competitive Grade Finder, Thirty-Eighth Edition 2004/2005". Paper not so listed will be considered and evaluated by the Division of Purchasing to determine acceptability. Vendors submitting bids for paper not listed in the Grade Finder must submit with their bid, adequate documentation from the mill showing the paper bid meets or exceeds the minimum Grade Finder specifications and may be required to submit a maximum of 3 reams of paper for evaluation. The Division of Purchasing will be the final authority on acceptability of paper.

PACKAGING: 500 Sheets per ream, each package shall be completely wrapped and sealed against moisture. Each carton shall contain paper of one type and size only, the quantity of reams per carton for 8 ½" X 11", 8 ½" X 14", and 8 ½" X 11" 3 hole punch shall be ten (10) only. Each carton of 11" X 17" shall contain paper of one type and size only, the quantity of reams per carton shall be five (5) only. The shipping carton shall have no slack space that will allow crushing or distortion from palletizing or stacking.

WARRANTY: The paper shall not emit any obnoxious or irritating odor, nor release volatile gases in sufficient quantities to be harmful to human health when heated to temperatures normal in machine operations. The paper shall be free from defects that may affect appearance or serviceability.

Xerographic Multi-Purpose bond to be designed for guaranteed performance in high-speed xerographic copiers, offset duplicators, high-speed printers, inkjet printers, and plain paper facsimile.

Paper shall not have curl which may hinder its use for making Xerox 5390, Xerox 6135 and/or

other major brands copy equipment, including back-to-back and high-speed machine collating. The natural curl of the sheets shall be away from the wire side.

When notified of a problem, the contractor must respond to the agency no later than the next working day after notification. Investigation and disposition shall be completed within ten (10) working days after notification to the contractor by any participating state agency that the paper does not perform satisfactorily. Paper found to be unsatisfactory resulting from; deviations from requirements or inherent characteristics after investigation by State of Idaho, Division of Purchasing, shall be immediately replaced.

under this contract. All deliveries within a fifty- (50) mile radius of Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls shall be F.O.B. destination. The Minimum shipment shall be 1 carton (10 reams) within the fifty- (50) mile radius. For all deliveries over a fifty (50) mile radius, from Coeur d'Alene, Lewiston, Boise, Twin Falls, Pocatello and Idaho Falls, the minimum shipment quantity qualifying for F.O.B. destination with all transportation and handling charges prepaid by the vendor shall be ten (10) cartons (100 reams). The ten cartons can be a mix of white and colored bonds. Any order for less than 10 cartons may be shipped with the freight prepaid and included as a separate item on the invoice, no additional costs will be added to the freight charge for any reason. All back orders will be shipped without charges.

QUANTITY: The quantities listed in the bidding schedule were derived from the 2004 usage reports. The listed quantities cannot be guaranteed. The actual quantities ordered may be more or less.

GENERAL SPECIFICATION CONT'D

DELIVERY CONT'D

If there is an extra charge for inside delivery, it must be identified and the measurement method (cost per delivery, per box, per M etc) must be detailed on the bid schedule.

If ordered by an agency, the separate inside delivery charges must be prepaid and added to the invoice as a separate line item.

All deliveries (except truckload) shall be completed within ten (10) working days ARO to all locations within the specified delivery zone(s). Truckload deliveries shall be completed in not more than 45 calendar days ARO.

PRICE ADJUSTMENT CLAUSE: Price shall remain firm for the first ninety- (90) days of the contract, except for decreases (see below for decreases).

<u>Increases</u>: After the first ninety- (90) days of the contract, prices may be increased only upon the approval of the Division of Purchasing and will be effective no sooner than ninety- (90) days after the previous price increase. Requests for price increases must be accompanied by documentation from the mill to justify the increase. Increases to the State shall not exceed the percent of increase from the mill to the contractor, and will be applied to the actual cost of materials only (not cost of packaging and delivery).

The Division of Purchasing reserves the right to accept an increase or cancel the contract. Increases shall become effective only on new orders place by state agencies after the effective date of the increase(s).

<u>Decreases</u>: The State shall be given the immediate benefit of any price decrease. The contractor shall promptly notify the Division of Purchasing of the amount and effective date

of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the order was written.

Should such decreased prices again increase during the term of the contract, including extensions, the Division of Purchasing shall honor the increase if it does not exceed the original contract price and if acceptable documentation verifying the increase is submitted to the Division of Purchasing. The Division of Purchasing shall determine what is acceptable documentation.

REPORTS: The contractor will be required to submit, to the Division of Purchasing, quarterly reports that provide the following minimum information:

- Usage reports by Public Agency and by Public Agency receiving location, indicating the types of paper received, total quantity of each type received and total cost of order.
 - a.1. Public Agency as defined in Section #67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.
- b. Custom reports that may be requested from time to time by the Division of Purchasing.
- c. The report must be broken down by the three designated areas, A, B, and C.

Reports will be due to the Division of Purchasing at the end of the first quarter (90 days) of the contract and each quarterly anniversary thereafter.

SPECIFICATIONS FOR WHITE XEROGRAPHIC MULTI-PURPOSE BOND

Items #1, 2, and 3 Xerographic Multi-Purpose bond.

SIZE8-1/2" X 11", 8-1/2" x 14", and 11" x 17"
BASIS20#, Long Grain
CALIPER0039 to .0043 Target .004
GRADEPremium No.4 Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side140 to 180 with a target of 160
Felt Side 140 to 180 with a target of 160
STIFFNESS (Taber) Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum5.5
ASTM Type III permanence level.
COLORSWhite
BRIGHTNESS (Minimum)83
OPACITY (Minimum)87
MOISTURE (Minimum)4.5 Average +/5%
CALCIUM CARBONATE CONTENT (Minimum)2%

<u>Items #4</u> Xerographic Multi-Purpose bond. Standard 3/hole punched xerographic Multi-Purpose bond, 4-1/4" center to center on one 11" side, 5/16" diameter hole, centerline of holes shall be 3/8" (plus/minus 1/32") from the 11" vertical edge. The center hole shall coincide with the horizontal center line (plus/minus 1/32") of the sheet.

SIZE8-1/2" X 11"
BASIS20#, Long Grain
CALIPER0039 to .0043 Target .004
GRADEPremium No.4 Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side 140 to 180 with a target of 160
Felt Side 140 to 180 with a target of 160
STIFFNESS (Taber) Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum5.5
ASTM Type III permanence level.
COLORSWhite
BRIGHTNESS (Minimum)83
OPACITY (Minimum)87
MOISTURE (Minimum) 4.5 Average +/5%
CALCIUM CARBONATE CONTENT (Minimum)2%

SPECIFICATIONS FOR XEROGRAPHIC MULTI-PURPOSE PURPOSE COLORED BOND

ITEM #5 Colored Multi-Purpose xerographic bond.

SIZE8-1/2" X 11"
BASIS20#, Long Grain, Approximate Caliper .0041
GRADEPremium No.4 Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side185
Felt Side170
STIFFNESS (Taber) Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum)5.5
ASTM Type III permanence level.
OPACITY (Minimum)87
MOISTURE (Minimum) 4.5 Average +/5%
CALCIUM CARBONATE CONTENT (Minimum)2%
Standard colors shall be, Blue, Buff, Canary, Goldenrod, Green, Ivory, Pink & Salmon,

SPECIFICATIONS FOR RECYCLED XEROGRAPHIC MULTI-PURPOSE BOND

<u>Item #6</u> Recycled xerographic Multi-Purpose bond. 10/30 RECYCLED CONTENT, 30% Pre-consumer, 10% Post-consumer. Total: 40% Recycled.

SIZE8-1/2" X 11"
BASIS20#, Long Grain.
CALIPER0039 to .0043 Target .0041
GRADENo.4 Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side130
Felt Side170
STIFFNESS (Taber) Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum5.5
ASTM Type III permanence level.
COLORSWhite
BRIGHTNESS (Minimum)80
OPACITY (Minimum)87
MOISTURE (Minimum) 4.5 Average +/5%
CALCIUM CARBONATE CONTENT (Minimum)2%

SPECIFICATIONS FOR WHITE PREMIUM BOND PAPER

Item #7 White Premium Bond, Multi-Purpose

SIZE8-1/2" X 11"
BASIS20#, Long Grain
CALIPER0039 to .0043 Target .0041
GRADENo.1 Premium Sulphite, Unwatermarked
SMOOTHNESS, Sheffield (Avg.)
Wire Side140 – 180 with target of 160
Felt Side 140 – 180 with target of 160
STIFFNESS (Taber)Machine Direction (MD) 1.9 and Cross Direction (CD) .9
ACIDITY pH (Minimum)5.5
ASTM Type III permanence level.
COLORSWhite
BRIGHTNESS (Minimum)88
OPACITY (Minimum)87
MOISTURE4.5 average +/- 0.5%
CALCIUM CARBONATE CONTENT (Minimum)2%

PRICE LIST ACCESS: At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

EXCEPTIONS TO USE: Unless this Contract is designated "optional use" or other exceptions to use are listed in the State's bidding documents, State agencies will obtain their requirements from this Contract. The State reserves the right to purchase property elsewhere on an emergency basis where delivery or minimum order requirements (including shipments with prepaid freight charges added) are restrictive or burdensome.

PAYMENTS - PURCHASING CARD: Payments for rentals and/or purchases under this Contract may be made by state agencies using the State of Idaho's MasterCard Purchasing Card (Pcard). The Contractor agrees to accept Pcard payments without any additions or surcharges. The State retains the option to use the state of Idaho Purchasing Card for the purchase of supplies or services listed in the contract in lieu of issuing a Purchase Order. The Contractor may receive orders by phone, facsimile or other forms of notification from authorized State employees. The State will not be responsible for orders placed by unauthorized employees. The Contractor may process a payment in the credit card network, ONLY upon shipment of supplies or performance of the services ordered by the State agency. For partial shipments or performance, the Contractor may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the State agency. Upon shipment or completion of the remaining order, the Contractor may process a payment request in the credit card network for the remainder of the order. The Contractor will receive payment through its merchant bank for credit card processing, within the time frame agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

RECORDS MAINTENANCE: The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor for the costs authorized by this Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

AUDIT RIGHTS: The Contractor agrees to allow State and Federal auditors and State agency staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

